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ALABAMA JUDICIAL DATA CENTER COURT PAYMENT SYSTEM

DATE OF RECEIPT: 07/07/2005 TIME: 16:00:21
RECEIPT FOR CASE: CV 2005 000137 00 BATCH: 2005215
RECEIVED FROM: HON. C LANCE GOULD COUNTY

GEORGE MASON VS AMERICAN INTERNATIONAL GROUP. INC. ET AL

ACCOUNTS RECEIPTED:

CV05 JDMD

\$2.00 \$21.00

RECEIVED BY: VEH CHECK AMOUNT

\$23.00

## ALABAMA JUDICIAL DATA CENTER COURT PAYMENT SYSTEM

COUNTY
DATE OF RECEIPT: 07/07/2005 TIME: 15:35:49
RECEIPT FOR CASE: CV 2005 000137 00
RECEIVED FROM: HON C LANCEGOULD

GEORGE MASON VS AMERICAN INTERNATIONAL GROUP, INC. ET AL

ACCOUNTS RECEIPTED: CV05

\$331.00

RECEIVED BY: VEH

CHECK AMOUNT

\$331.00



GEORGE MASON,

Plaintiff,

Civil Action No. (W) 05~137

v.

AMERICAN INTERNATIONAL GROUP, INC: et al.,

Defendants.

#### **SUMMONS**

This service by personal service of this summons is initiated upon the written request of Plaintiff's attorney pursuant to the Alabama Rules of Civil Procedure.

**NOTICE TO:** 

AMERICAN INTERNATIONAL GROUP, INC.

70 Pine Street

New York, NY 10270

immediate action to protect your rights. You are required to mail or hand deliver a copy written Answer, either admitting or denying each allegation in the Complaint to, C. Lance Gould

BEASLEY, ALLEN, CROW, METHVIN, PORTIS & MILES, P.C. Post Office Box 4160 Montgomery, AL 36103-4160

The Complaint which is attached to this summons is important and you mustak

GEORGE MASON,

Plaintiff,

Civil Action No. 05-137

v.

AMERICAN INTERNATIONAL GROUP, INC; et al.,

Defendants.

#### **SUMMONS**

This service by personal service of this summons is initiated upon the written request of Plaintiff's attorney pursuant to the Alabama Rules of Civil Procedure.

**NOTICE TO:** 

AMERICAN GENERAL CORPORATION 2929 Allen Parkway

Houston, TX 77019

The Complaint which is attached to this summons is important and you musetal immediate action to protect your rights. You are required to mail or hand del era copy of written Answer, either admitting or denying each allegation in the Complaint to,

Roman A. Shaul BEASLEY, ALLEN, CROW, METHVIN. PORTIS & MILES, P.C. Post Office Box 4160 Montgomery, AL 36103-4160

GEORGE MASON,

Plaintiff,

VS.

CIVILCASE NO. 05 - 137

AMERICAN INTERNATIONAL GROUP, INC., et al.,

#### **SUMMONS**

This service by personal service of this summons is initiated upon the written request of Plaintiff's attorney pursuant to the Alabama Rules of Civil Procedure.

NOTICE TO:

AMERICAN GENERAL FINANCE, INC.

n/k/a American General Financial Services of Alabama, Inc.

c/o CSC Lawyers Incorporating Service, Inc.

150 S. Perry Street

Montgomery, AL 36104

The Complaint which is attached to this summons is important and with must tal immediate action to protect your rights. You are required to mail or hand deliver a copy written Answer, either admitting or denying each allegation in the Complaint to,

C. Lance Gould BEASLEY, ALLEN, CROW, METHVIN, PORTIS & MILES, P.C. Post Office Box 4160 Montgomery, AL 36103-4160

GEORGE MASON,

Plaintiff,

vs.

CIVILCASE NO. <u>05-137</u>

AMERICAN INTERNATIONAL GROUP, INC., et al.,

#### **SUMMONS**

This service by personal service of this summons is initiated upon the written request of Plaintiff's attorney pursuant to the Alabama Rules of Civil Procedure.

NOTICE TO:

MERIT LIFE INSURANCE COMPANY

c/o Superintendent of Insurance

601 NW Second Street Evansville, IN 47708

The Complaint which is attached to this summons is important and you must immediate action to protect your rights. You are required to mail or hand deliver a come of written Answer, either admitting or denying each allegation in the Complaint to,

> C. Lance Gould BEASLEY, ALLEN, CROW, METHVIN. PORTIS & MILES, P.C. Post Office Box 4160 Montgomery, AL 36103-4160

GEORGE MASON,

Plaintiff,

v.

et al.

AMERICAN INTERNATIONAL GROUP, INC;

Defendants.

#### **SUMMONS**

This service by personal service of this summons is initiated upon the written request of Plaintiff's attorney pursuant to the Alabama Rules of Civil Procedure.

NOTICE TO:

YOSEMITE INSURANCE COMPANY

c/o Superintendent of Insurance

717 Market Street

San Francisco, CA 94103

The Complaint which is attached to this summons is important and you musta immediate action to protect your rights. You are required to mail or hand deliver a copy of written Answer, either admitting or denying each allegation in the Complaint to,

> C. Lance Gould BEASLEY, ALLEN, CROW, METHVIN, PORTIS & MILES, P.C. Post Office Box 4160 Montgomery, AL 36103-4160

GEORGE MASON,

Plaintiff,

Civil Action No. CV-05-137

v.

AMERICAN INTERNATIONAL GROUP, INC; et al.

Defendants.

#### **SUMMONS**

This service by personal service of this summons is initiated upon the written request of Plaintiff's attorney pursuant to the Alabama Rules of Civil Procedure.

NOTICE TO:

KATHIE ROWELL

c/o American General Finance, Inc.

1848 Opelika Road Auburn, AL 36830

The Complaint which is attached to this summons is important and you must take immediate action to protect your rights. You are required to mail or hand deliver a copy of written Answer, either admitting or denying each allegation in the Complaint to,  $\frac{\Omega}{R}$ 

> C. Lance Gould BEASLEY, ALLEN, CROW, METHVIN, PORTIS & MILES, P.C. Post Office Box 4160 Montgomery, AL 36103-4160

GEORGE MASON, Plaintiff, CIVILCASE NO. CV-05-137 VS. \* AMERICAN INTERNATIONAL GROUP, INC; AMERICAN GENERAL CORPORATION: AMERICAN GENERAL FINANCE, INC.; MERIT LIFE INSURANCE COMPANY; YOSEMITE INSURANCE COMPANY: KATHIE ROWELL; and Fictitious Defendants "A". "B", and "C", whether singular or plural, those other persons, corporations, firms, or other entities whose wrongful conduct caused the injuries and damages to the Plaintiff, all of whose true and correct names are unknown to Plaintiff at this time, but will be substituted by amendment when ascertained, Defendants.

#### **COMPLAINT**

## STATEMENT OF THE PARTIES

- 1. This court has subject matter and personal jurisdiction over the Defendants. Venue is proper in Macon County, Alabama.
  - 2. Plaintiff George Mason is an adult resident citizen of Macon County, Alabama.
- 3. Defendant American General Finance, Inc. is a domestic corporation, who does business by agent in Macon County, Alabama. This Defendant is the agent, a subsidiary, sister corporation, and/or the "alter-ego" of one or more Defendants.

- 4. Defendant American International Group, Inc. is a foreign corporation who does business by agent in Macon County, Alabama. This Defendant is the agent, a subsidiary, sister corporation, and/or the "alter-ego" of one or more Defendants.
- 5. Defendant American General Corporation is a foreign insurance Company who does business by agent in Macon County, Alabama. This Defendant is the agent, a subsidiary, sister corporation, and/or the "alter-ego" of one or more Defendants.
- 6. Defendant Merit Life Insurance Company is a foreign insurance company who does business by agent in Macon County, Alabama. This Defendant is the agent, a subsidiary, sister corporation, and/or the "alter-ego" of one or more Defendants.
- 7. Defendant Yosemite Insurance Company is a foreign corporation who does business by agent in Macon County, Alabama. This Defendant is the parent corporation, agent, a subsidiary, sister corporation, and/or the "alter-ego" of one or more Defendants.
- 8. Defendant Kathie Rowell is over the age of nineteen (19) and is a resident of Lee County, Alabama.
- 9. Fictitious Defendants "A", "B", and "C", whether singular or plural, are those other persons, firms, corporations, or other entities whose wrongful conduct caused or contributed to cause the injuries and damages to the Plaintiff, all of whose true and correct names are unknown to Plaintiff at this time, but will be substituted by amendment when ascertained.
- 10. Plaintiff's claims are brought solely under Alabama law, and Plaintiff states he does not bring any claim and/or disclaim any and all claims under any Federal laws, statutes, or regulations.

#### STATEMENT OF THE FACTS

- In or about the year 1993 Plaintiff entered into several loans with Defendants at which 11. time Defendant Kathie Rowell, while acting as agent for all Defendants fraudulently represented to him that if he purchased the credit insurance offered him, his credit score/rating would be better and that he stood a better chance of getting approved for the loan he requested.
- On or about the same dates, Defendants advised Plaintiff that if he paid off his other 12. debts and consolidated them with the loan that was issued he would save money.
- Defendants also advised Plaintiff that if he refinanced his previous loans into a single loan, that would be the best way for him to save money. Defendants refused to allow Plaintiff to have a separate loan.
- Defendants advised Plaintiff that purchasing the credit insurance offered was a good 14. deal and offered great value and protection.
- Defendants had a duty to Plaintiff to give him good advice and they failed to do so, to 15. Plaintiff's detriment.
- Based on each of the representations made by Defendants, Plaintiff agreed to purchase the credit insurance offered, refinance his loan and consolidate his other debts.
- Defendants' conduct under the circumstances was intentional and amounts to actual 17. malice.
  - Plaintiff discovered the fraud within two (2) years of filing this lawsuit. 18.
- Defendants entered into a pattern or practice of fraudulent conduct that included the 19. fraud practiced on Plaintiff.

- At all times material hereto, Plaintiff depended on Defendants to advise him as to all 20. loan requirements and insurance matters. Defendants had superior knowledge and bargaining power over Plaintiff.
- The conduct by Defendants was intentional, gross, wanton, malicious, and/or oppressive.

#### **COUNT ONE**

- 22. Plaintiff alleges all prior paragraphs of the Complaint as if set out here in full.
- Defendants made the aforementioned fraudulent representations that they knew were 23. false, or should have known were false, and intended for Plaintiff to rely on said false representations.
- 24. Plaintiff did rely on the representations made by Defendants and due to Defendants' fraudulent misrepresentation of material facts, Plaintiff was induced to act as previously described.
- 25. As a proximate consequence of Defendants' actions, Plaintiff was injured and damaged in at least the following ways: he paid money for insurance he did not want, he lost interest on said money, he paid excessive interest on his loans and accounts he otherwise would not have had to pay, he lost interest on the money attributed to the unnecessary payments, he has suffered mental anguish and emotional distress; and has otherwise been injured and damaged.

WHEREFORE, Plaintiff demands judgment against Defendants in such an amount of compensatory and punitive damages as a jury deems reasonable and may award, plus costs.

#### **COUNT TWO**

27. Plaintiff alleges all prior paragraphs of the Complaint as if set out here in full.

- 28. Defendants negligently and/or wantonly hired, trained, and supervised Defendant Kathie Rowell and their agents, alter-egos and/or representatives responsible for advising Plaintiff of the loan and insurance benefits and all other requirements.
- 29. As a proximate consequence of Defendants' actions, Plaintiff was injured and damaged as alleged herein.

WHEREFORE, Plaintiff demands judgment against Defendants in such an amount of compensatory and punitive damages as a jury deems reasonable and may award, plus costs.

#### **COUNT THREE**

- 30. Plaintiff alleges all prior paragraphs of the Complaint as if set out here in full.
- 31. Plaintiff was not experienced in insurance and finance matters and placed a special trust and confidence in Defendants and consequently relied upon Defendants to properly advise him with respect to such matters.
- Defendants undertook a duty to advise Plaintiff, held themselves out as experts, 32. and as persons interested in Plaintiff's well-being, and generally exhibited behavior inconsistent with the typical debtor-creditor relationship.
- 33. As a result of the aforementioned actions, Defendants conduct amounts to a breach of their individual, contractual, professional and fiduciary obligations and duties to Plaintiff. Said conduct further amounts to a breach of the duties that arise as a matter of Alabama law.
- As a proximate consequence of the Defendants breach, Plaintiff was injured and 34. damaged as alleged herein.

WHEREFORE, Plaintiff demands judgment against Defendants in such an amount of compensatory and punitive damages as a jury deems reasonable and may award, plus costs.

#### **COUNT FOUR**

- 35. Plaintiff alleges all prior paragraphs of the Complaint as if set out here in full.
- 36. Defendants negligently and/or wantonly made the aforementioned representations to Plaintiff.
  - 37. Said action was a breach of the duty owed Plaintiff.
- 38. As a proximate consequence of said actions, Plaintiff was injured and damaged as described herein.

WHEREFORE, Plaintiff demands judgment against Defendants in such an amount of compensatory and punitive damages as a jury deems reasonable and may award, plus costs.

JERE L. BEASLEY (BEA020) TOM METHVIN (MET003)

C. LANCE GOULD (GOU007)

Attorneys for Plaintiff

**OF COUNSEL:** 

BEASLEY, ALLEN, CROW, METHVIN, PORTIS & MILES, P.C.

272 Commerce Street

Montgomery, Alabama 36104 Telephone No.: (334) 269-2343

Facsimile No.: (334) 954-7555

PLAINTIFF REQUESTS TRIAL BY STRUCK JURY OF ALL ISSUES PRESENTED BY THIS CAUSE

OF COUNSEL

State of Alabama Unified Judicial System  Form ARCiv-93 Rev.5/99  IN THE CIRCUIT COURT C  Ge  First Plaintiff Busine Govern	eorge Mason  Plaintiff ess  Individual	Relations Cases)  NERAL INFORMA  Macon  (Name of	n of County) American Internat Defendan	Judge Code: Year  , ALABAMA  ional Group, Inc. et al  Individual Other	
NATURE OF SUIT: Select	t primary cause of action, t	by checking box (check	only one) the best cha	racterizes vour action:	
TORTS: PERSONAL INJURY  WDEA - Wrongful Dea TONG - Negligence: TOWA - Wantonness TOPL - Product Liabi TOMM - Malpractice-N TOMM - Malpractice-N TOOM - Malpractice-N TOOM - Malpractice-N TOOM - Fraud/Bad Fa TOXX - Other: TORTS: PERSONAL INJURY TOPE - Personal Pro TORE - Real Properl  OTHER CIVIL FILINGS ABAN - Abandoned A ACCT - Account & No APAA - Administrative ADPA - Administrative	ath General Motor Vehicle ility/AEMLD Medical .egal Other aith/Misrepresentation  pperty ly  Automobile onmortgage /e Agency Appeal	OTHER CIVIL FILINGS  MSXX - Birth/L Enforc CONT - Civil R COND - Conter CONT - Contra TOCN - Conve EQND - Equity Elect CVUD - Evictio FORJ - Foreign FORF - Fruits MSHC - Habea PFAB - Protect FELA - Railroa RPRO - Real P WTEG - Will/Tru COMP - Worker	(cont'd) Death Certificate Modificate Cement of Agency Subpostights Immation/Eminent Domain mpt of Court act/Ejectment/Writ of Seizersion Non-Damages Actions/Detion Contest/Quiet Title/Sin Appeal/Unlawful Detain n Judgment of Crime Forfeiture	ation/Bond Forfeiture Appeal/ ena/Petition to Preserve n/Right-of-Way ure declaratory Judgment/Injunction Sale For Division ner Vrit/Mandamus/Prohibition	
ORIGIN (check one):  F INITIAL FILING  A APPEAL FROM O OTHER: DISTRICT COURT  T TRANSFERRED FROM OTHER CIRCUIT COURT					
HAS JURY TRIAL BEEN DEMANDED? YES NO Note: Checking "Yes" does not constitute a demand for a jury trial. (See Rules 38 and 39, Ala.R.Civ.P, for procedure)					
RELIEF REQUESTED: MONETARY AWARD REQUESTED NO MONETARY AWARD REQUESTED					
ATTORNEY CODE:  G O U 0 0 7					
MEDIATION REQUESTED: YES NO UNDECIDED					

Filed 08/08/2005

American General Finance, Inc.

n/k/a American General Financial Services of Alabama, Inc.

c/o CSC Lawyers Incorporating Service, Inc.

150 S. Perry Street Montgomery, AL 36104

SENDER:

C. Lance Gould

REFERENCE: George Mason v. American

International G

PS Form 3800, June 2000

RETURN RECEIPT SERVICE

--- TEAR ALONG THIS LINE

Postage Certified Fee Return Receipt Fee Restricted Delivery Total Postage & Fees

**US Postal Service** 

POSTMARK OR DATE

## Receipt for **Certified Mail**

No Insurance Coverage Provided Do Not Use for International Mail

C. Lance Gould Beasley, Allen

150 S. Perry Street

Montgomery, AL 36104

Alabama, Inc.

Post Office Box 4160 Montgomery, AL 36103

American General Finance, Inc.

n/k/a American General Financial Services of

c/o CSC Lawyers Incorporating Service, Inc.

Label #3

Label #2

Label #1

FOLD AND TEAR THIS WAY --- OPTIONAL

Label #5

American General Finance, Inc. n/k/a American General Financial Services of Alabama, Inc. c/o CSC Lawyers Incorporating Service, Inc.

150 S. Perry Street

Montgomery, AL 36104

Charge Amount:

Charge

FOLD AND TEAR THIS WAY -

Label #6

Label #1

Kathie Rowell

c/o American General Finance, Inc.

1848 Opelika Rd. Auburn, AL 36830

Label #2

C. Lance Gould Beasley, Allen Post Office Box 4160

Label #3

Montgomery, AL 36103

FOLD AND TEAR THIS WAY ---- OPTIONAL

Label #5

Kathie Rowell c/o American General Finance, Inc. 1848 Opelika Rd. Auburn, AL 36830

Charge Amount:

Charge To:

FOLD AND TEAR THIS WAY

Filed 08/08/2005

Kathie Rowell TO:

c/o American General Finance, Inc.

1848 Opelika Rd. Auburn, AL 36830

SENDER:

C. Lance Gould

REFERENCE: George Mason v. American

International G

PS Form 3800, June 2000

RETURN RECEIPT SERVICE

TEAR ALONG THIS LINE

Postage Certified Fee Return Receipt Fee Restricted Delivery Total Postage & Fees

**US Postal Service** 

POSTMARK OR DATE

Receipt for **Certified Mail** 

No Insurance Coverage Provided Do Not Use for International Mail

Detaching Green Card from Form: Fold and tear horizontal

Do not bend perforation @ as this may weaken the perforation Attaching Green Card to Mail Piece: Expose adhesive by p.

**Certified Article Number** 

THE WALZ **CERTIFIED MAILER™** 

Label #1

Yosemite Insurance Company c/o Superintendent of Insurance

717 Market Street

San Francisco, CA 94103

Label #2

C. Lance Gould Beasley, Allen Post Office Box 4160

Label #3

9848 8110 6192

fied Article Number

Montgomery, AL 36103

FOLD AND TEAR THIS WAY ---- OPTIONAL

Label #5

Yosemite Insurance Company c/o Superintendent of Insurance 717 Market Street San Francisco, CA 94103

Charge Amount:

Charge

FOLD AND TEAR THIS WAY

\$

Filed 08/08/2005

Yosemite Insurance Company TO: c/o Superintendent of Insurance 717 Market Street San Francisco, CA 94103

SENDER:

C. Lance Gould

REFERENCE: George Mason v. American

International G

PS Form 3800, June 2000

RETURN RECEIPT **SERVICE** 

TEAR ALONG THIS LINE

Postage Certified Fee Return Receipt Fee Restricted Delivery Total Postage & Fees

**US Postal Service** 

POSTMARK OR DATE

Do not bend perforation @ as this may weaken the perforation

Attaching Green Card to Mail Piece: Expose adhesive by pe Detaching Green Card from Form: Fold and tear horizontal

Receipt for **Certified Mail** 

No Insurance Coverage Provided Do Not Use for International Mail

Label #1

American International Group, Inc. 70 Pine Street

New York, NY 10270

Label #2

C. Lance Gould Beasley, Allen Post Office Box 4160

Label #3

Montgomery, AL 36103

FOLD AND TEAR THIS WAY ---- OPTIONAL

Label #5

American International Group, Inc. 70 Pine Street New York, NY 10270

Charge Amount:

Charge

FOLD AND TEAR THIS WAY

American International Group, Inc. TO:

70 Pine Street

New York, NY 10270

SENDER:

TEAR ALONG THIS LINE

C. Lance Gould

REFERENCE: George Mason v. American

International G

PS Form 3800, June 2000

RETURN RECEIPT SERVICE	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

**US Postal Service** 

POSTMARK OR DATE

## Receipt for **Certified Mail**

No Insurance Coverage Provided Do Not Use for International Mail

Label #6

**Oo not bend perforation ②** as this may weaken the perforation Attaching Green Card to Mail Piece: Expose adhesive by pe Detaching Green Card from Form: Fold and tear horizontal

THE WALZ **CERTIFIED MAILER™** 

Label #1

American General Corporation 2929 Allen Parkway Houston, TX 77019

Label #2

C. Lance Gould Beasley, Allen Post Office Box 4160

Label #3

Montgomery, AL 36103

FOLD AND TEAR THIS WAY ---- OPTIONAL

Label #5

American General Corporation 2929 Allen Parkway Houston, TX 77019

Charge Amount:

**Sertified Article Number** 

Charge

**FOLD AND TEAR THIS WAY** 

**Чача алып ылга** Page 19 of 20 Filed 08/08/2005

American General Corporation

2929 Allen Parkway Houston, TX 77019

SENDER:

C. Lance Gould

REFERENCE: George Mason v. American

International G

PS Form 3800, June 2000

RETURN RECEIPT SERVICE

**TEAR ALONG THIS LINE** 

Postage Certified Fee Return Receipt Fee Restricted Delivery Total Postage & Fees

**US Postal Service** 

POSTMARK OR DATE

Po not bend perforation @ as this may weaken the perforation co Attaching Green Card to Mail Piece: Expose adhesive by pee. Attaching Green Card from Form: Fold and tear horizontal p

--- Mailcenter staff places labels #4 ano

Receipt for **Certified Mail** 

No Insurance Coverage Provided Do Not Use for International Mail

Label #6

FROM WALZ

FORM #35663 VERSION: 09/04 U.S. PAT. NOS. 5,501,393; 4,368,903

FIED R<sup>TM</sup>

Label #1

Merit Life Insurance Company c/o Superintendent of Insurance 601 NW Second Street Evansville, IN 47708

Label #2

C. Lance Gould Beasley, Allen Post Office Box 4160 Montgomery, AL 36103

Label #3

# 7160 3901 9848 8110 6154

Merit Life Insurance Company c/o Superintendent of Insurance TO: 601 NW Second Street Evansville, IN 47708

TEAR ALONG THIS LINE SENDER: C. Lance Gould

REFERENCE: George Mason v. American

June 2000 PS Form 3800, Postage RETURN Certified Fee RECEIPT Return Receipt Fee SERVICE Restricted Delivery Total Postage & Fees POSTMARK OR DATE

US Postal Service

Receipt for **Certified Mail** 

No Insurance Coverage Provided Do Not Use for International Mail

→ OPTIONAL FOLD AND TEAR THIS WAY ---

Label #5

Merit Life Insurance Company c/o Superintendent of Insurance 601 NW Second Street Evansville, IN 47708

Charge Amount:

> Charge To:

FOLD AND TEAR THIS WAY -

Label #6

Do not bend better allign & as this may weaken the perform Do not bent card to Mall Piece: Choose adhesive SCHING GREEN CHARLE WAY SOMM: FOR AND TO SHOOT ON

O FOLO THEN TEAR MOREON

9848 BIJO 6JSH Certified Article Number